



MUTUAL REFERRAL AGREEMENT

WHEREAS, The parties wish to engage in the outlined activities with the objective of expanding business opportunities and establishing strategic positioning in the marketplace for both parties

NOW THEREFORE, in consideration of the mutual promises, covenants and obligations herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The parties hereby agree to refer selected customers to the other party for the nonexclusive rights to supply goods and services to these individuals and/or companies (each a **"Referred Customer"**).
2. Subject to the terms of this Agreement, the parties shall be entitled to receive a referral fee of 10% of the dollar amount defined in the initially executed Sales Order (**"SO"**) entered into with a Referred Customer (the **"Referral Fee"**).
3. **Referral Payments.** Each party agrees to a Referral Fee subject to the following requirements and exclusions:
 - 3.1 Art House will pay Referral Partner a Referral Fee of 10% of gross income from products or services that customers purchase from direct links sent by Referral Partner. For subscription services, Art House will pay Referral Partner such Referral Fees for up to one (1) year.
 - 3.2 Referral Partner will pay Art House a Referral Fee of 10% of gross income from products or services that customers purchase from direct introductions from Art House.
 - 3.3 All Referral Fee payments hereunder shall be paid within forty-five (45) days from receipt of referred purchases.
4. The referral arrangement between the parties is non-exclusive. Each party may engage other third parties to provide referrals during the Term and may independently develop relationships for which the other party will not be entitled to any Referral Fees.
5. The term and termination of this Agreement shall be as follows:
 - 5.1 This Agreement will commence on the Effective Date and will continue for an initial term of twelve (12) months (the **"Initial Term"**). Following the expiry of the Initial Term, and on each anniversary of the Effective Date, this Agreement will renew for an additional term of twelve (12) months (each a **"Renewal Term"** and collectively referred to as the **"Term"**). Notwithstanding the foregoing, at any time during the Term, either party may terminate this Agreement for convenience by providing at least thirty (30) days prior written notice to the other.
 - 5.2 Notwithstanding anything to the contrary elsewhere in this Agreement, either party may suspend performance or terminate this Agreement if: (i) the other party is in material breach of the Agreement and fails to cure that breach within ten (10) days after receipt of written notice; or (ii) the other party ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within ninety (90) days. Any violation of law is deemed a material breach of this Agreement.
 - 5.3 Upon any termination or expiration of this Agreement: (i) all Referral Fees accrued to the date of termination shall be due and payable within forty-five (45) days; (ii) no Referral Fees shall be payable for SO's entered into after the date of termination.
6. Consistent with the understanding of the parties to this Agreement, Referral Partner and Art House are independent contractors, and nothing in this Agreement shall create any partnership, joint venture, agency, franchise, sales representative or employment relationship between Referral Partner and Art House. Each party understands that it does not have authority to make or accept any offers or make any representations on behalf of the other. Neither party may make any statement that would contradict anything in this section.
7. It is understood that either party (the **"Receiving Party"**) may receive confidential, proprietary and sensitive information (**"Confidential Information"**) from the other party (the **"Disclosing Party"**) in conjunction with providing the services hereunder. The Receiving Party agrees that it will not divulge any Confidential Information pertaining to the Disclosing Party's goods or services nor that of prospective or existing customers to any third party during the Term of this Agreement and for a period of five (5) years from date of the termination of this Agreement, unless such Confidential Information is a trade secret of the Disclosing party which such obligations will be binding for so long as such Confidential Information remains confidential and/or a trade secret.
8. This Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to conflict of law principles.
9. Each party agrees that it will not solicit or hire any employees of the other party during the term of this Agreement and for a period of twelve (12) months from the date of final referral sale.
10. In the event any provision of this Agreement, or portion thereof, shall be invalid, illegal or enforceable in any respect, such a provision, or portion thereof, shall be considered separate and severable from the remaining provisions of this Agreement, and the validity, legality



or enforceability of any of the remaining provisions of this Agreement shall not be affected or impaired by such provision in any way.

11. Neither party shall assign this Agreement of any of its obligations or rights , in whole or in part, without the express written consent of the other party. However, either party may assign this Agreement, as well as any of its obligations or rights, to a successor entity resulting from a merger, acquisition or consolidation.
12. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION AND THE LIKE), WHETHER FORESEEABLE OR UNFORESEEABLE, REGARDLESS OF THE BASIS OF THE CLAIM AND EVEN IF THE PARTY OR A PARTY REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. ART HOUSE CUMULATIVE LIABILITY FOR DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL BE LIMITED TO \$1,000.00.
13. This Agreement is the parties' entire agreement relating to its subject matter and supersedes any prior or contemporaneous agreements related to such subject matter. Any modification, amendment, or addendum to this Agreement must be in writing and signed by both parties.
14. Those provisions that by their nature should survive termination of this Agreement, will survive termination of this Agreement.
15. Unless otherwise expressly provided hereunder, all dollar amounts referred to hereunder shall refer to US dollars.